

**APPENDIX E TO DIR CONTRACT NO. DIR-SDD-2506**  
**SOFTWARE MAINTENANCE AGREEMENT**

This Appendix E to DIR Contract No. DIR-SDD-2506, Software Maintenance Agreement ("Agreement") is entered into as of the effective date of DIR Contract No. DIR-SDD-2506 ("Effective Date") by and between CourtView Justice Solutions Inc., (CJS) with offices at 5399 Lauby Road, Suite 200, North Canton, Ohio 44720 ("CJS"), and Customer ("Customer"), and describes the terms and conditions of DIR Contract No. DIR-SDD-2506 and this Agreement pursuant to which CJS shall provide software maintenance services to Customer for certain Software (as defined below). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

**A. BACKGROUND**

1. CJS and Customer are parties to a Software License Agreement, Appendix D to DIR Contract No. DIR-SDD-2506 pursuant to which Customer has licensed certain software products ("Software") from CJS. "Software" expressly excludes software licensed by a third party.
2. The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement. In addition, support and maintenance ("Maintenance") for the Software is available. Maintenance includes bug fixes and telephone support and may include, if they are made available by CJS, software updates and enhancements.
3. The purpose of this Agreement is to set forth the terms and conditions of DIR Contract No. DIR-SDD-2506 and this Agreement upon which the parties have agreed Maintenance will be provided to the Customer for the Software, and to which the Customer, at its option, may subscribe annually to Maintenance from CJS. Except as expressly provided in this Agreement, CJS does not provide Maintenance for third party software that is licensed by a party other than CJS.

**B. TERMS AND CONDITIONS**

1. Term

Maintenance shall commence on the date that Customer issues an order to CJS (the "Effective Date"), and shall have a term of twelve (12) months ("Annual Term"). Renewal options include three (3) one (1) year renewal options which may be exercised by Vendor's issuance of thirty (30) days advanced written notice and Customer's concurrence prior to the then-effective expiration date (each a "Renewal Term").

2. Scope of Maintenance Services

- a. CJS will provide the Maintenance as described in Schedule 2.
- b. All software development, design, documentation, and programs necessary to operate and maintain the systems described herein that were produced by CJS shall remain the proprietary property of CJS. Restriction of this proprietary property does not limit the Customer from making such copies of programs, documentation, and software-related materials for internal use. Disclosure of such materials to third parties or other contractors is strictly forbidden without the express written consent of CJS.

3. Customer Responsibility for Environment

To operate the supported software, CJS will provide Customer with a definition of minimum requirements for the Customer's environment, infrastructure and related applications, which include, but are not limited to, Customer's operating system, database tools, and other support tools. CJS will provide Customer with at least ninety (90) days written notice of changes to those minimum requirements. Customer must meet those minimum requirements or CJS may decline to provide Maintenance. CJS has no obligations to upgrade the supported software because of Customer's changes to its environment, infrastructure and related applications, including, but are not limited to, Customer's operating system, database tools and other supported tools.

4. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided for the term, Customer shall pay to CJS in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2506,

5. Additional Software – Paid Up License

In the event the Customer requires maintenance for additional Software ("Additional Software"), this Agreement will not require modification. The Software Maintenance Fee due in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2506 shall be calculated to pro rate the amount of the annual maintenance fee for the Term remaining under then current term of DIR Contract No. DIR-SDD-2506.

6. Other Fees and Expenses

Travel expenses shall be reimbursed in accordance with the Texas Travel Management Program Guidelines.

7. Payment Terms

Payment terms shall be in accordance with Appendix A, Section 7.C of DIR Contract No. DIR-SDD-2506.

8. Default and Termination

Terminations shall be handled in accordance with Appendix A, Section 10.B of DIR Contract No. DIR-SDD-2506.

9. Limited Warranties

- a. Software. CJS warrants that any software delivered to Customer will operate according to the documentation and product literature provided by CJS. If it is determined by Customer that the software does not operate according to such documentation provided by CJS, CJS will, at its option and expense, apply reasonable efforts to design, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User's Guide and code documentation. Customer shall report all errors or other defects in the software to CJS immediately upon their discovery. CJS does not warrant Third Party Software. CJS will transfer any warranty provided by the licensor of any Third Party Software to Customer. Third Party Software is software that is not proprietary to CJS.
- b. Services. CJS warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to CJS timely notice of such breach as hereinafter required, CJS shall, at its own expense, in its

discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by CJS attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to CJS written notice specifying in detail the non-conformities within 90 days after noticing the performance of the non-conforming Services.

- c. **NO OTHER WARRANTIES. CJS MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. CJS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.**

#### 10. Limitation of Liability

Limitation of Liability shall be handled in accordance with Appendix A, Section 9.K of DIR Contract No. DIR-SDD-2506.

#### 11. General Terms

- a. Terminations shall be handled in accordance with Appendix A, Section 10.B of DIR Contract No. DIR-SDD-2506.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.
- d. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner. If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- e. This Agreement shall be governed by the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
- f. Any dispute shall be handled in accordance with Appendix A, Section 10.A of DIR Contract No. DIR-SDD-2506.
- g. Force Majure shall be handled in accordance with Appendix A, Section 10.C of DIR Contract No. DIR-SDD-2506.

In the event of a conflict in Terms between this Agreement and DIR Contract No. DIR-SDD-2506, the Terms of DIR Contract No. DIR-SDD-2506 shall take precedence.

**SCHEDULE 1**  
**APPENDIX E TO DIR CONTRACT NO. DIR-SDD-2506**

**SOFTWARE COVERED UNDER THIS MAINTENANCE AGREEMENT**

State and County Court Administration	
JWorks Court Case Management Software	
	JWorks Court Case Management Server License
	JWorks County/District Court Module
	JWorks Probate Court Module
	JWorks Municipal/Justice of the Peace Module
	JWorks Court Case Management Named User License
JWorks District/County Attorney Case Management Software	
	JWorks District/County Attorney Case Management Software Server License
	JWorks District/County Attorney Case Management Software Named User License
JWorks Public Defender Case Management Software	
	JWorks Public Defender Case Management Software Server License
JWorks Criminal Justice Information System Reports Module	
	Criminal Justice Information System Report Module

**SCHEDULE 2**  
**APPENDIX E TO DIR CONTRACT NO. DIR-SDD-2506**  
**MAINTENANCE TERMS**

**1. SUPPORT SERVICES**

Customer will authorize and identify a reasonable number of contacts who may initiate support with CJS. These named users must be technically capable and familiar with the products covered under this agreement. Customer will perform basic troubleshooting before contacting CJS to eliminate issues caused by other variables such as applications, power, hardware, security, infrastructure, and environment. CJS reserves the right to decline support to Customer named users not authorized to initiate support.

CJS will provide support after confirming Customer has been unable to resolve the issue through its own troubleshooting. Once the reported problem can be reproduced and documented, and resolution identified such as assistance provided over the phone, application working as documented, configuration change, or programming change, the ticket will be closed. If a programming change is required, the ticket will remain open until the updated fix is delivered in a future release.

Maintenance includes bug fixes and telephone support and may include, if they are made available by CJS, software updates.

**2. CORRECTION OF DEFECTS**

In the event the Customer encounters an error and/or malfunction ("Defect") in the CJS Software because it is not conforming to documentation provided by CJS, it shall communicate the circumstances and any supporting information to CJS. Upon receipt, CJS will respond as follows:

- A. In the event that, in the mutual and reasonable opinion of CJS and the Customer, there exists a Defect that does not constitute a serious impediment to the normal intended use of the CJS Software, CJS will correct the Defect and distribute the correction to the Customer in accordance with CJS' normal software revision schedule.
- B. In the event that, in the mutual and reasonable opinion of CJS and the Customer, there exists a Defect that does constitute a serious impediment to the normal intended use of the CJS Software, CJS will take such steps as are reasonably required to correct the Defect promptly.

**3. SOFTWARE REVISIONS AND NEW VERSIONS**

- A. CJS Software may be revised by CJS as a result of (i) emergency correction of Defect, (ii) periodic correction of Defects and/or (iii) the release of upgrades or improvements or modifications designed to improve the performance of the CJS Software and/or to increase the capabilities of the CJS Software (hereafter "Revisions").

Revisions will be provided at no additional charge during the term of the Software Maintenance Agreement.

- B. New versions ("New Versions") of the CJS Software may be issued by CJS from time to time (excluding 3rd party software). A New Version substantially changes the architecture and /or coding structure of the application, and the New Version is not written as an add-on to the current software code base. CJS will, from time to time,

release new products (including New Versions) and/or modules, which CJS will make available to Customer at the then-current price(s).

- C. All Revisions and New Versions will be transmitted to the Customer electronically unless otherwise mutually agreed. The Customer shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Versions onto its system unless otherwise mutually agreed in writing.
- D. If Customer reports a Defect to CJS that was not a functionality, operation or specification in the original version purchased by the Customer or was is determined to be a Defect caused by a modification or revision or upgrade purchased by the Customer, then CJS is obligated to correct the Defect.
- E. CJS Software is designed as standard products and not as customized systems. CJS recognizes the need for some Customer customization; however, CJS reserves the right to control the design, performance, and integration of CJS products and, as a result, may reject Customer requests for modifications or enhancements that are inconsistent with CJS' product strategy.
- F. CJS may modify the CJS Software in order to maintain its existing functionality and provide functionality required as a result in changes to the law, regulations, or rules of the State of Texas. A change to the law, regulations, or rules of the State of Texas that requires new functionality is an enhancement. CJS may elect to add such enhancements to the product as a revision, in which case the revision will be provided at no additional charge during the term of the Software Maintenance Agreement. If Customer requires such enhancement prior to CJS decision, if any, to add to the product, the Customer will be required to pay for such Additional Services in accordance with Appendix C to DIR Contract No. DIR-SDD-2506. If CJS does not elect to add changes to the law, regulations, or rules of the State of Texas as a revision, the Customer may request the modification as Additional Services in accordance with Appendix C to DIR Contract No. DIR-SDD-2506. The Customer shall timely notify CJS in writing of all requested legislative updates. The notice shall contain a summary of the modifications, identifying the applications and functions to be modified as well as detailed specification of the required changes. The Customer shall also provide a complete text, including effective date, of the legislation and/or order mandating the modifications. CJS shall then prepare a detailed functional specification for approval by Customer and the timeline required for implementation. Nothing in this provision requires CJS to undertake extraordinary efforts to complete the legislative updates or provide new functionality except as Additional Services. Customer agrees to cooperate with other customers in the jurisdiction to agree upon appropriate specifications.

#### **4. TECHNICAL LITERATURE**

CJS shall make available to the Customer technical literature that CJS considers relevant to the SOFTWARE and its use within the scope of Customer's operations.

#### **5. REMOTE DIAGNOSTIC ACCESS**

The Customer shall provide appropriate remote access capabilities by which CJS may, with the permission of the Customer, remotely access the SOFTWARE for the purpose of remote diagnostics and support.

#### **6. PROPER USE**

- A. The Customer agrees that all reasonable effort shall be taken to ensure that neither the CJS Software nor data files are misused.

- B. In the event that the Customer or its agents misuses the CJS Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the CJS Software, although CJS is not obligated to correct such misuse, CJS may attempt to correct the situation, if possible, at Customer's expense in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2506.
- C. In the event that diagnostic assistance is provided by CJS, which, in the reasonable opinion of CJS, relates to problems not caused by a Defect in the CJS Software, such assistance shall be at the Customer's expense in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2506.

## **7. ADDITIONAL SERVICES**

- A. The Customer may desire to have additional modifications or minor enhancements performed; the fees for these services shall be in accordance with Appendix C to DIR Contract No. DIR-SDD-2506. Specific services include requirements analysis, preparation of functional and programming specifications, software development, testing, documentation, installation, file conversion, and training. CJS shall provide an estimate of cost prior to performing any of the above services.

## **8. RESPONSE TIMES AND AVAILABILITY**

- A. Definition. The Customer Support Department is the primary means of communication between the Customer and CJS regarding all CJS software issues. Customer Support provides the most efficient means to track, manage, and resolve all CJS software issues.
- B. Response Time. CJS shall respond to Customer's request for assistance via the Customer Support Department within four (4) business hours of receipt. Response time is defined as the time it takes CJS to provide the Call Tracking Number to the Customer. For every thirty (30) minute period during all subsequent business hours that lapse without a response from CJS, the Customer shall receive cash compensation equal to \$10.00 USD. A request for compensation shall be submitted by email within five (5) business days after the Response occurs to: [conniemorrison@courtview.com](mailto:conniemorrison@courtview.com). The amount of any one compensation claim may not exceed one-twelfth (1/12) the Customer's annual cost for Maintenance Services. Payment will be due by CJS within thirty (30) days of Customer's claim.
- C. Resolution Time. Resolution time will vary depending on the severity and complexity of the reported problem. Resolution time is defined as the time it takes CJS to sufficiently remedy the problem or return the system to operational status. Resolution may mean that a temporary fix has been provided to correct a problem until a permanent solution can be delivered. Elapsed time for development effort is not included in Resolution time. In the event that a resolution time is determined by both the Customer and CJS to be excessive and in meeting the Customer's business processes, the Customer may elect to terminate the Agreement per Appendix A, Section 10.B of DIR Contract No. DIR-SDD-2506.
- D. Hours of Operation. CJS shall be available for support services. CJS shall be available for support services Monday through Friday, 8 A.M. to 5 P.M. Eastern Time, except for CJS-observed holidays, which may be revised from time to time.

**In the event of a conflict in Terms between this Agreement and DIR Contract No. DIR-SDD-2506, the Terms of DIR Contract No. DIR-SDD-2506 shall take precedence.**